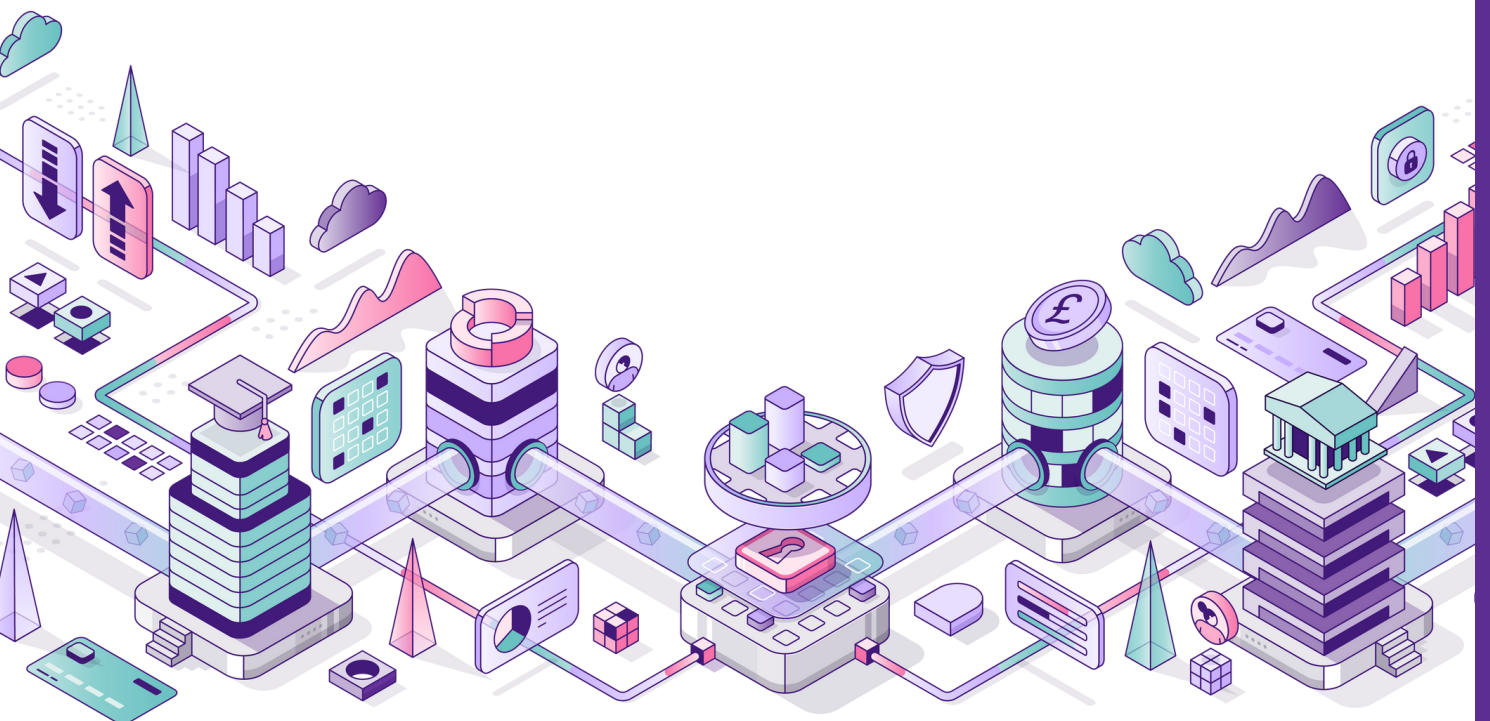


Terms & Conditions

Economic Wellbeing Explorer

G-Cloud15 Service Terms



Important notice

These Service Terms apply to the Economic Wellbeing Explorer (EWE) and are intended to supplement the G-Cloud Framework Agreement and the applicable Call-Off Contract entered into between the Customer and Smart Data Foundry Limited.

In the event of any conflict or inconsistency between these Service Terms and:

- the G-Cloud Framework Agreement; or
- the Call-Off Contract (including the Order Form and schedules),

the G-Cloud Framework Agreement and Call-Off Contract shall take precedence.

These Service Terms do not include pricing information and do not override any mandatory provisions of the G-Cloud contractual framework.

1. Definitions and interpretation

Capitalised terms not defined in these Service Terms shall have the meanings given to them in the G-Cloud Framework Agreement or the Call-Off Contract, as applicable.

In these Service Terms:

- “Economic Wellbeing Explorer” or “EWE” means the cloud-based software platform provided by Smart Data Foundry Limited that enables users to access, visualise and analyse economic wellbeing datasets.
- “Customer Data” means any data uploaded to, or generated within, EWE by or on behalf of the Customer, excluding Smart Data Foundry data assets.
- “Data” means the datasets made available within EWE by Smart Data Foundry.
- “Users” means employees, contractors, or agents of the Customer authorised to access EWE.

2. Service description and access

2.1 Smart Data Foundry Limited grants the Customer a non-exclusive, non-transferable right to access and use EWE during the term of the Call-Off Contract, solely for the Customer's internal business and public sector purposes.

2.2 Access to EWE is provided via a web browser. No local installation is required.

2.3 The Customer is responsible for:

- managing User access;
- ensuring that Users comply with these Service Terms and the Call-Off Contract; and
- maintaining the confidentiality of access credentials.

3. Permitted and restricted use

3.1 The Customer may use EWE to:

- access and analyse the Data;
- create reports, visualisations and analytical outputs for internal use; and
- support policy development, research, evaluation, and service planning.

3.2 Unless expressly permitted under the Call-Off Contract, the Customer must not:

- resell, sub-licence, or make EWE or the Data available to third parties;
- use EWE as part of a commercial service offering;
- reverse engineer, decompile, or attempt to derive source code from EWE; or
- use EWE in a way that breaches applicable law or public sector guidance.

4. Service availability and maintenance

4.1 Smart Data Foundry Limited will use reasonable endeavours to make EWE available in accordance with the service levels set out in the Service Definition.

4.2 Planned maintenance will normally be carried out during notified maintenance windows. Where reasonably practicable, advance notice will be provided to the Customer

4.3 The service may be temporarily unavailable due to:

- planned maintenance;
- emergency maintenance; or
- factors outside the reasonable control of Smart Data Foundry Limited.

5. Support and service management

5.1 Support services are provided in accordance with the Service Definition and Call-Off Contract.

5.2 Support typically includes:

- incident management;
- user support during published support hours; and
- access to service documentation.

5.3 Smart Data Foundry Limited may update or improve EWE from time to time, provided such changes do not materially reduce the core functionality of the service.

6. Data protection and information assurance

6.1 The parties acknowledge that the Data made available within EWE is de-identified and is not intended to constitute Personal Data.

6.2 To the extent that either party processes Personal Data in connection with the Call-Off Contract, each party will comply with its respective obligations under applicable data protection legislation.

6.3 Security measures applicable to EWE are described in the Service Definition and supporting assurance documentation.

7. Intellectual property

7.1 All Intellectual Property Rights in EWE and the Data remain vested in Smart Data Foundry Limited or its licensors.

7.2 The Customer retains ownership of Customer Data.

7.3 The Customer may use outputs generated from EWE for internal purposes. Publication or external sharing of outputs is subject to the terms of the Call-Off Contract and any agreed attribution requirements.

8. Audit and compliance

8.1 The Customer shall keep reasonable records of its use of EWE.

8.2 Smart Data Foundry Limited may request information reasonably required to demonstrate compliance with licence scope and usage limits, in a manner consistent with public sector audit expectations.

9. Term and exit management

9.1 These Service Terms apply for the duration of the Call-Off Contract.

9.2 On expiry or termination of the Call-Off Contract:

- Customer access to EWE will be withdrawn;
- the Customer may request a copy of its Customer Data in a commonly used, machine-readable format; and
- Customer Data will be securely deleted after an agreed retention period.

10. Liability and warranties

10.1 Liability, indemnities, and warranties are governed by the G-Cloud Framework Agreement and the Call-Off Contract.

10.2 Nothing in these Service Terms limits or excludes liability that cannot be limited or excluded under applicable law or the G-Cloud Framework Agreement.

11. Governing law

These Service Terms are governed by the same law and jurisdiction as the Call-Off Contract.

Smart Data Foundry Limited

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